

EXHIBIT A



August 26, 2023

Seth Jones
Director
Below the Blue

Dear Seth,

This letter confirms that the Vance Center agrees to represent Below the Blue (also referred throughout as “you”) in the matter described below (the “Engagement”).

The Engagement involves the Vance Center through our Lawyers for Reporters program representing Below the Blue. It does not involve representation of any other entities or any individuals associated with Below the Blue.

In fulfilling the Engagement, the Vance Center will make our best efforts to encourage one or more law firms or lawyers to act as co-counsel, and you will determine whether to agree to such co-counsel(s) representing you in this way. The law firms and/or lawyers will likely ask you to enter into a similar engagement letter to this one, and the Vance Center may also enter into a co-counseling agreement with such law firms or lawyers.

Subject of the Engagement

The Vance Center will provide legal advice related to the subpoena that Below the Blue has received from AT&T in its litigation with the California Sportfishing Protection Alliance and related matters. Please note that the Engagement will not include representation in this or other litigation or any other formal proceeding (such as a lawsuit, investigation or administrative hearing).

Remuneration and Reimbursement

The Vance Center will provide the Engagement on a pro bono basis. This means that Below the Blue will not pay for the legal services provided.

In the event that the Vance Center anticipates that it will incur out-of-pocket expenses in connection with the Engagement, it will seek your prior approval to incur such expenses, which you will pay or reimburse if paid by the Vance Center.

Waiver of Conflicts

The Vance Center provides legal representation to other individuals and organizations, some of which may have interests at odds with, or adverse to, yours. You acknowledge and accept such other representation, including if adverse to your interests, as long as such representation is not substantially related to the subject of the Engagement. You agree that you will not seek to disqualify the Vance Center from such other representation.

Term of Engagement

The Engagement will remain in effect as long as necessary to complete the representation or earlier if terminated by you or the Vance Center. Either the Vance Center or you may terminate the Engagement at any time. In addition to other rights that the Vance Center has to terminate the Engagement, it may cease to provide the representation to you if you do not comply in a timely and appropriate manner with a reasonable request or if the Vance Center in its sole discretion believes that continuing to provide the representation will be unethical, improper, or inappropriate. Once the Engagement is no longer in effect, the Vance Center will have no obligation to inform you about changes in the law affecting the advice that the Vance Center has provided.

Miscellaneous

The laws of the State of New York alone (including all rules or codes of ethics which apply to the provision of legal services), and without regard to the conflict of law rules, shall govern the Engagement. Any dispute relating to this Engagement shall be decided exclusively by a state or federal court sitting in New York City without a jury. Both you and the Vance Center hereby consent to the jurisdiction of these courts and waive any right to a jury trial.

Please note that the attorneys currently offering services through Lawyers for Reporters are admitted to practice law in the District of Columbia, Florida, Massachusetts, New York, and Pennsylvania. The Vance Center will recommend pro bono lawyers admitted in other jurisdictions to represent you and act as co-counsel with the Vance Center, as we deem appropriate.

Lawyers for Reporters lists the names and cities/towns and states of its clients on its website and in reports to supporters. If you do not want us to include you, or you want at any time for us to remove you from the list, please let us know by email. Your opting for removal from the list will have no effect on the Engagement.

The Engagement can be amended only by a written document, signed by you and the Vance Center. This letter constitutes the entire agreement concerning the Engagement.


Please review this letter. If it corresponds to your understanding of our agreement with you, please sign and return the enclosed copy of the letter. We are pleased to be able to serve you.

Sincerely,



Alexander Papachristou
Executive Director

ACCEPTED and AGREED by:



Seth Jones

August 26, 2023